

Supreme Court of the State of New York
County of New York

Discovision Associates,

Plaintiff,

-against-

AFFIDAVIT OF SERVICE

Index # 601859/07

Fuji Photo Film Co., Ltd. et al.


Defendants.

COUNTY OF ALBANY SS:
STATE OF NEW YORK

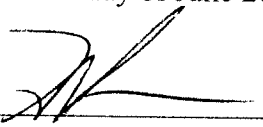
Denise L. Dooley being duly sworn says: Deponent is over the age of eighteen years and is a resident of New York State, that: Deponent served the following specific papers in the above entitled action: Summons and Complaint, pursuant to Section 306 of the Business Corporation Law. The corporation which was served was: **FUJIFILM U.S.A., INC.**

That on the 18th day of June 2007 at approx. 11:30 a.m. at the office of Department of State of New York, in the City of Albany, two (2) copies of the aforesaid papers were served by personally delivering to and leaving with Donna Christie known to me to be in the Corporation Division of the Department of State and empowered to receive such service. That at the time of making such service, deponent paid to the Secretary of State the fee prescribed by Law in the amount of \$40.00.

Description of Donna Christie - Authorized Person
White female, approx. 37 yrs., 5'3", 140 lbs., blonde hair


Denise L. Dooley

Sworn to before me
this 18th day of June 2007.


FRANK J. PANUCCI
Notary Public, State of New York
Qualified in Albany County
No. 4721156
Commission Expires July 31, 2010

FILED
JUN 20 2007
COUNTY CLERK'S OFFICE
NEW YORK

Receipt #: 200706180205

Date of Service: 06/18/2007

Cash #: 200706180183

Service Company: 12 EMPIRE CORPORATE & INFORMATION SERVICES,
Fee Paid: \$40 - DRAWDOWN

Service was directed to be made pursuant to: SECTION 306 OF THE BUSINESS
CORPORATION LAW

Party Served: FUJIFILM U.S.A., INC.

Plaintiff/Petitioner:
DISCOVISION ASSOCIATES

Service of Process Address:
THE CORPORATON
ATTN: LEGAL DEPT
200 SUMMIT LAKE DRIVE
VALHALLA, NY 10595

Secretary of State
By DONNA CHRISTIE

COUNTY CLERK'S INDEX

No. 601859/07

Supreme Court

COUNTY OF NEW YORK

DISCOVISION ASSOCIATES,

Plaintiff,

- against -

FUJI PHOTO FILM CO., LTD., ET AL.,

Defendant.

ORIGINAL

AFFIDAVIT OF SERVICE OF THE SUMMONS AND COMPLAINT
UPON FUJIFILM U.S.A., INC.

Hughes Hubbard & Reed LLP

One Battery Park Plaza
New York, New York 10004-1482
Telephone: 212 837-6000

Attorneys for Plaintiff

By:

Attorney Name

FILED

JUN 20 2007

**COUNTY CLERK'S OFFICE
NEW YORK**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DISCOVISION ASSOCIATES,

Plaintiff,

v.

FUJI PHOTO FILM CO., LTD., a Japanese
corporation; FUJIFILM U.S.A., INC., a New
York corporation; FUJIFILM RECORDING
MEDIA MANUFACTURING U.S.A., INC., a
Delaware corporation; and FUJI MAGNETICS
GMBH, a German corporation,

Defendants.

Index No.: _____

SUMMONS

07601859

FILED

JUN 04 2007

NEW YORK
COUNTY CLERK'S OFFICE

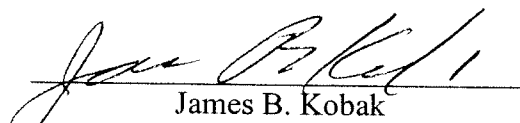
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the annexed complaint of Plaintiff, a copy of which is herewith served upon you, and to serve copies of your answer on Hughes Hubbard & Reed LLP, Plaintiff's attorney, whose address is One Battery Park Plaza, New York, New York 10004, within twenty (20) days after service of this summons, exclusive of the date of service, or within thirty (30) days after service is complete if service is made by any method other than personal delivery to you within the State of New York. In case of your failure to answer

Plaintiff's complaint, judgment will be taken against you on default for the relief sought in that complaint.

Dated: New York, New York
June 4, 2007

HUGHES HUBBARD & REED LLP

By: 
James B. Kobak
One Battery Park Plaza
New York, New York 10004
(212) 837-6000

HUGHES HUBBARD & REED LLP

William T. Bisset
350 South Grand Avenue
36th Floor
Los Angeles, California 90071
(213) 613-2800

Attorneys for Discovision Associates

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DISCOVISION ASSOCIATES,

Plaintiff,

v.

FUJI PHOTO FILM CO., LTD., a Japanese corporation; FUJIFILM U.S.A., INC., a New York corporation; FUJIFILM RECORDING MEDIA MANUFACTURING U.S.A., INC., a Delaware corporation; and FUJI MAGNETICS GMBH, a German corporation,

Defendants.

Index No.: _____

COMPLAINT

FILED

JUN 04 2007

NEW YORK
COUNTY CLERK'S OFFICE

Plaintiff Discovision Associates (“DVA”), by its undersigned attorneys, complains of defendants Fuji Photo Film Co., Ltd. (“Fuji Japan”) and its affiliates Fujifilm U.S.A., Inc. (“Fujifilm”), Fujifilm Recording Media Manufacturing U.S.A., Inc. (“Fujifilm Recording”) and Fuji Magnetics GmbH (“Fuji EM”) and alleges, upon personal knowledge with respect to itself and its acts and on information and belief as to all other matters, as follows:

PARTIES

1. DVA is a California general partnership whose two partners are Pioneer Electronics (USA) Inc. and Pioneer Electronics Capital Inc., both of which are corporations organized under the laws of Delaware and have their principal places of business in California. DVA is the owner of various patents covering optical technology.

2. Fuji Japan is a corporation organized under the laws of Japan. Fuji Japan’s affiliates Fujifilm and Fujifilm Recording are corporations organized under the laws of New York and Delaware, respectively, and are collectively referred to herein as “Fuji US.” Fuji EM

SECOND CAUSE OF ACTION: SPECIFIC PERFORMANCE

9. DVA repeats each allegation contained in paragraphs 1 through 5, 7 and 8 of this complaint as if fully set forth herein.

10. DVA is entitled to specific performance by Fuji Japan and its affiliates of their obligations under the License Agreement, including their reporting obligations under § 6.

11. DVA has no adequate remedy at law.

THIRD CAUSE OF ACTION: INJUNCTION

12. DVA repeats each allegation contained in paragraphs 1 through 5, 7, 8, 10 and 11 of this complaint as if fully set forth herein.

13. DVA is entitled to a preliminary and permanent injunction enjoining Fuji Japan, its affiliates and anyone acting in concert with any of them from manufacturing, using, leasing (renting), selling or transferring any Licensed Product without timely reporting all such activity in accordance with § 6 of the License Agreement and timely paying royalties with respect to all such activity in accordance with § 5 of the License Agreement.

FOURTH CAUSE OF ACTION: DAMAGES FOR BREACH OF CONTRACT

14. DVA repeats each allegation contained in paragraphs 1 through 5, 7, 8, 10, 11 and 13 of this complaint as if fully set forth herein.

15. Fuji Japan and its affiliates breached the License Agreement by failing and refusing to pay (a) accrued royalties on every manufacture, use, lease (rent), sale and transfer of a Licensed Product in accordance with § 5 of the License Agreement; and (b) interest on all accrued but unpaid amounts in accordance with § 7.1 of the License Agreement.

16. Fuji Japan and its affiliates also breached the License Agreement by failing and refusing to submit royalty reports as required by § 6 of the License Agreement. DVA is entitled

to recover all fees and expenses incurred to obtain and examine the records of Fuji Japan and its affiliates in accordance with § 6.7 of the License Agreement.

17. DVA has been damaged in an amount to be proved at trial but that is not less than \$10,000,000.

DEMAND FOR RELIEF

WHEREFORE, DVA is entitled to judgment as follows:

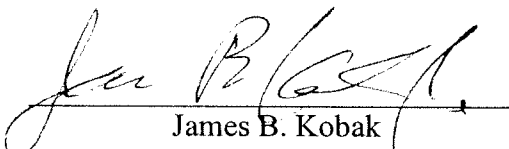
- a. an accounting from Fuji Japan and its affiliates in accordance with DVA's First Cause of Action;
- b. specific performance of the reporting obligations of Fuji Japan and its affiliates in accordance with DVA's Second Cause of Action;
- c. a preliminary and permanent injunction against Fuji Japan, its affiliates and anyone acting in concert with any of them from manufacturing, using, leasing (renting), selling or transferring any Licensed Product without timely reporting all such activity in accordance with § 6 of the License Agreement and timely paying royalties with respect to all such activity in accordance with § 5 of the License Agreement in accordance with DVA's Third Cause of Action;
- d. damages and reimbursement of fees and expenses in an amount to be proved at trial but that is not less than \$10,000,000 in accordance with DVA's Fourth Cause of Action;
- e. an award of pre-judgment and post-judgment interest;
- f. an award of costs; and
- g. such other, further and different relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury for all claims so triable.

Dated: New York, New York
June 4, 2007

HUGHES HUBBARD & REED LLP

By: 
James B. Kobak

One Battery Park Plaza
New York, New York 10004
(212) 837-6000

HUGHES HUBBARD & REED LLP

William T. Bisset
350 South Grand Avenue
36th Floor
Los Angeles, California 90071
(213) 613-2800

Attorneys for Discovision Associates

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**NON-EXCLUSIVE PATENT LICENSE AGREEMENT
FOR
DISC PRODUCTS AND RECORDABLE MEDIA**

This AGREEMENT is made effective this 1st day of January, 1995, by and between DISCOVISION ASSOCIATES, a joint venture subject to the State of California partnership law, having a place of business at 2355 Main Street, Suite 200, Irvine, California 92714, United States of America, (hereinafter referred to as DVA) and FUJI PHOTO FILM CO., LTD., a Japanese corporation, having a place of business at 26-30 Nishiazabu 2-chome, Minato-ku, Tokyo 106, Japan (hereinafter referred to as LICENSEE), who agree as follows:

Section 1.0. Recitals

- 1.1 DVA has the right to grant licenses under certain DVA patents relating to the design, manufacture, and use of optical disc products and recordable media.
- 1.2 DVA is prepared to grant non-exclusive licenses under such patents on reasonable terms and conditions to financially sound and commercially responsible applicants.
- 1.3 LICENSEE has produced and sold and intends to continue producing and selling products which may embody patented inventions covered by such DVA patents.
- 1.4 DVA has offered LICENSEE a license under any single one or more of its patents, the availability of such license under any one or more of DVA's patents being in no way conditioned on the need for LICENSEE to take a license under any other of DVA's patents.
- 1.5 The parties, having examined the relative value to one another of avoiding potential disputes over infringement of DVA patents and determination of royalties due on past, present and future sales, have independently concluded, in the interest of convenience of the parties, that their respective business interests will be best served by LICENSEE taking a license under the terms and conditions of this Agreement.

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Section 2.0. Definitions

- 2.1 "Information Storage Medium(s)" shall mean any record carrier primarily designed to store and/or record any type of information.
- 2.2 "Disc(s)" shall mean any pre-recorded, non-recordable and non-erasable **Information Storage Medium** in the shape of a disc and having information recorded thereon on one or both sides thereof, which information is recoverable using optical detection means.
- 2.3 "Digital Disc(s)" shall mean a **Disc** having recorded thereon digitally encoded information not containing information intended to produce visual images with user perceivable motion. **Digital Discs** shall include, but are not limited to: Discs commonly known as compact discs (CD), CD-single discs (CD-3 or CD-5), CD-ROM discs, CD-ROM-XA discs, non-recordable audio mini discs and CD-G discs (if incapable of producing visual images with user-perceivable motion).
- 2.4 "Video Disc(s)" shall mean a **Disc** having recorded thereon any information intended to produce visual images with user perceivable motion. **Video Discs** shall include, but are not limited to: Discs commonly known as laser discs (LD), compact discs-video (CD-V) and compact discs-interactive (CD-I). If DVA and LICENSEE cannot agree as to whether a particular **Disc** is a **Digital Disc** or a **Video Disc**, then such **Disc** shall be deemed to be a **Video Disc**.
- 2.5 "Master Disc(s)" shall mean any recordable **Information Storage Medium** primarily designed for use in any process to eventually produce a **Disc** by any transfer process whereby the information from all tracks of a **Master Disc** is transferred substantially simultaneously to an **Information Storage Medium** to form a **Disc**.
- 2.6 "Recordable Media" shall mean any **Information Storage Medium**, other than a **Master Disc**, capable of having information recorded directly thereon, which information is recoverable using optical detection means. **Recordable Media** shall include, but is not limited to, write-once media (for example, ablative media), magneto-optical media, phase-change media, recordable mini discs, recordable compact discs and rewritable compact discs. For purposes of this Agreement, a **Master Disc** shall not be considered a **Recordable Media**.
- 2.7 "Licensed Product(s)" shall mean any one or more of the following: **Digital Discs**; **Video Discs**; and **Recordable Media**. In the event of a disagreement concerning **Licensed Products**, the parties shall negotiate in a good faith effort

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to resolve such disagreement. Such negotiations shall not require more than one meeting per calendar year.

- 2.8 "Manufacturing Apparatus" shall mean apparatus for use in the fabrication of **Licensed Products**, including apparatus used in performing quality assurance procedures and/or testing of **Licensed Products**.
- 2.9 "Manufacturing Process(es)" shall mean any method or process, including related apparatus, used in the fabrication of **Licensed Products**, including process steps directed to quality assurance procedures and/or testing of **Licensed Products**.
- 2.10 "Licensed Patent(s)" shall mean all patents owned by DVA as of the effective date of this Agreement, including utility models and design patents, and any patents, including utility models and design patents, issuing from pending patent applications owned by DVA as of the effective date of this Agreement, directed to **Licensed Products** and/or any **Manufacturing Apparatus** and/or any **Manufacturing Process**, under which patents and patent applications (as well as divisionals, continuations, continuation-in-part applications, reissues, reexaminations and extensions thereof) DVA has, as of the effective date of this Agreement, the right to grant licenses to LICENSEE of the scope granted herein, provided however that such grant, or the exercise of rights under such grant, will not result in the payment of royalties or other consideration by DVA to third parties (except for payments to **Affiliates** of DVA and payments to third parties for inventions made by said third parties while employed by DVA or any of its **Affiliates**). Patents which have issued and are licensable by DVA are set forth in Appendix A. DVA shall notify LICENSEE on at least an annual basis as to the issuance of any new patent to be included in Appendix A.
- 2.11 "Transfer(s)" (Transferred) as used herein shall mean (i) deliver(ed) to others (including for export) other than by sale, regardless of the basis of compensation, if any, (for example, by consignment, by gift or by transshipment through an intermediate country or territory such as Switzerland, Hong Kong, et cetera) and/or (ii) sell (sold) in combination with other products.
- 2.12 "Type Number" shall mean any combination of numbers, letters, and/or words used to identify a particular type or model of **Licensed Product**.

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- 2.13 "Affiliate(s)" shall mean any corporation, company, or other business entity controlled by a party to this Agreement. For this purpose, control means direct or indirect beneficial ownership of greater than fifty percent (50%) of the voting securities or greater than fifty percent (50%) interest in the income of such corporation, company, or other business entity.
- 2.14 "Arm's Length Trade" shall mean a sale, lease or other commercial transaction between unaffiliated parties having an adverse economic interest. After completion of an Arm's Length Trade, a party thereto will derive no further economic benefit from subsequent transactions by another party thereto with respect to the goods involved in such Arm's Length Trade.
- 2.15 "Net Selling Price" shall mean the invoice price after discounts actually allowed for a Licensed Product sold in Arm's Length Trade by LICENSEE or its Affiliate, such price not to include: (1) packaging costs for such Licensed Product; (2) insurance fees and packing and transportation charges as invoiced separately to a third party; (3) duties and sales taxes actually incurred and paid by LICENSEE in connection with delivery of such Licensed Product; (4) the cost of any copyright license fee paid in respect of information stored on the Licensed Product; and (5) mastering charges necessary for the manufacture of the Licensed Product, which mastering charges are invoiced separately to a third party. In respect of a Licensed Product used or leased by LICENSEE or its Affiliate or sold in other than Arm's Length Trade by LICENSEE or its Affiliate, the Net Selling Price shall be deemed to be equal to the average Net Selling Price as defined above for the same or equivalent Licensed Product sold in Arm's Length Trade during the then current accounting period. In the event there are no sales in Arm's Length Trade during an accounting period, DVA and LICENSEE shall attempt to agree upon an amount to be regarded as the Net Selling Price for such accounting period. If DVA and LICENSEE do not so agree, then Net Selling Price shall mean the actual selling price to an ultimate consumer. If a Licensed Product is not separately sold and is incorporated in, and forms part of, other apparatus, then the Net Selling Price of such Licensed Product shall be the Net Selling Price of the equivalent Licensed Product which is separately sold, or, if no such equivalent Licensed Product exists, shall be the price as aforesaid of such other apparatus multiplied by the ratio of the Manufacturing Cost of such Licensed Product to the Manufacturing Cost of such other apparatus.

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- 2.16 "Manufacturing Cost" shall mean total cost of direct materials, direct and indirect factory labor and factory overhead determined in accordance with sound accounting principles.

Section 3.0. Non-Exclusive License Grant

- 3.1 DVA grants to LICENSEE a worldwide, non-exclusive, royalty bearing license under the **Licensed Patents**:
- 3.1.1 to make, have made, use, lease (rent), sell and/or otherwise **Transfer Licensed Products**; and
- 3.1.2 to make, have made, use, or have used **Manufacturing Apparatus**, and to use or have used **Manufacturing Processes**.
- 3.2 No license is granted by DVA to LICENSEE in this Section 3.0, either expressly or by implication, estoppel, or otherwise, other than under the **Licensed Patents**.
- 3.3 The license granted herein shall include a sublicense to LICENSEE's **Affiliates**, identified in Appendix B, which are LICENSEE's **Affiliates** as of the effective date of this Agreement. LICENSEE shall pay and account to DVA for royalties hereunder with respect to the exercise by any **Affiliate** of LICENSEE of the sublicense granted to it hereunder. Sublicenses will be granted to additional **Affiliates** of LICENSEE during the term of this Agreement upon receipt by DVA of written notices from LICENSEE setting forth the names and addresses of such additional **Affiliates** to be covered by this Agreement, provided each such notice is given before any sales of **Licensed Products** by the **Affiliate** named therein. Each **Affiliate** sublicensed under this Agreement shall be bound by the terms and conditions of this Agreement as if it were named herein in the place of LICENSEE. LICENSEE represents to DVA that it has the power to bind each such **Affiliate** to the terms and conditions of this Agreement and agrees to take whatever action is necessary to legally bind such **Affiliates**. The sublicense granted to an **Affiliate** shall terminate on the date such **Affiliate** ceases to be an **Affiliate**.
- 3.4 Except as set forth in Section 3.3, LICENSEE is expressly not granted the right to sublicense third parties under this Agreement.

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Section 4.0 Release

- 4.1 Upon payment of the consideration set forth in Section 5.6, DVA irrevocably releases LICENSEE and its **Affiliates**, identified in Appendix B, which are LICENSEE's **Affiliates** as of the effective date of this Agreement, from any and all claims of infringement of the **Licensed Patents**, which claims have been made or which might be made at any time, with respect to any **Licensed Products** used, leased, sold, or otherwise **Transferred** by or for LICENSEE or its sublicensed **Affiliates** before the effective date of this Agreement, to the extent such **Licensed Products** would have been licensed hereunder had they been manufactured, used, leased, sold, or otherwise **Transferred** after the effective date of this Agreement. This release shall not apply to any **Licensed Product** on which a royalty accrues after the effective date of this Agreement.
- 4.2 LICENSEE expressly represents that its **Affiliates** identified in Appendix B includes all of LICENSEE's **Affiliates** as of the effective date of this Agreement.

Section 5.0 Royalties and other Payments

- 5.1 LICENSEE shall pay, as hereinafter provided, earned royalties to DVA with respect to either of the following for:
- 5.1.1 each **Licensed Product** for which LICENSEE is licensed hereunder in the country of manufacture; or
- 5.1.2 each **Licensed Product** for which LICENSEE is licensed hereunder in the country of use, lease, sale or **Transfer**.
- 5.2 For the manufacture, use, lease, sale and/or **Transfer** of each **Licensed Product**, royalty shall be paid for only one country, namely, the country for which the total royalty is highest.
- 5.3 For each **Recordable Media** which is manufactured, used, leased, sold, or **Transferred** by or for LICENSEE and/or its **Affiliates** in any country, LICENSEE shall pay to DVA a royalty of two percent (2%) of the **Net Selling Price** of such **Recordable Media**.
- 5.4 LICENSEE shall pay, as hereinafter provided, royalties to DVA with respect to the following **Disc** products:

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FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

5.4.1 For each **Video Disc** which is manufactured, used, leased, sold and/or **Transferred** by or for LICENSEE and/or its **Affiliates** in any country, LICENSEE shall pay to DVA a royalty for:

5.4.1.1 **Video Discs** having a diameter up to and including six (6) inches: four cents (U.S. \$0.04) per side containing information; and

5.4.1.2 **Video Discs** having a diameter greater than six (6) inches: twelve cents (U.S. \$0.12) per side containing information.

5.4.1.3 With respect to each of the preceding Sections 5.4.1.1 and 5.4.1.2, LICENSEE shall have the option of paying a royalty of three percent (3.0%) of the **Net Selling Price** for **Video Discs** manufactured, used, leased, sold and/or **Transferred** in any country.

5.4.2 For each **Digital Disc** which is manufactured, used, leased, sold and/or **Transferred** by or for LICENSEE and/or its **Affiliates** in the United States and/or Canada, LICENSEE shall pay to DVA a royalty for:

5.4.2.1 **Digital Discs**, except CD-Singles: three cents (U.S. \$0.03) per side containing information; and

5.4.2.2 CD-Singles (CD-3 or CD-5): two cents (U.S. \$0.02) per side containing information.

5.4.2.3 With respect to each of the preceding Sections 5.4.2.1 and 5.4.2.2, LICENSEE shall have the option of paying a royalty of three percent (3.0%) of the **Net Selling Price** for **Digital Discs** manufactured, used, leased, sold and/or **Transferred** in the United States and/or Canada.

5.4.3 For each year during the term of this Agreement, for **Digital Discs** which are manufactured by or for LICENSEE and/or its **Affiliates** in any country outside of the United States and Canada and which are used, leased, sold or otherwise **Transferred** by or for LICENSEE and/or its **Affiliates** in any country outside of the United States and Canada, LICENSEE shall pay to DVA a royalty per disc side containing information computed, at LICENSEE's election, upon one of the following two bases:

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FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

5.4.3.1 A sliding scale as follows:

Up to and including 30 million per year	-	U.S. \$0.0150;
Over 30 million to 45 million per year	-	U.S. \$0.0125;
Over 45 million to 60 million per year	-	U.S. \$0.0100;
Over 60 million to 105 million per year	-	U.S. \$0.0075;
Over 105 million per year	-	U.S. \$0.0100;

For example, if in any year (beginning on the date of this Agreement and the anniversary of such date in future years) forty million one-sided Digital Discs are subject to the payment of royalties, the amount of royalties required to be paid shall be calculated as follows:

First 30,000,000 Discs at U.S. \$0.0150 per Disc = U.S. \$450,000
 Next 10,000,000 Discs at U.S. \$0.0125 per Disc = U.S. \$125,000
 Total U.S. \$575,000

5.4.3.2 Instead of the sliding scale, a royalty of one and one-quarter cents (U.S. \$0.0125) per disc side containing information thereon.

5.4.4 The election referred to in Section 5.4.3, once made, cannot be changed during the term of this Agreement. The election shall be made in writing to DVA on or before the submission of the royalty report for the first accounting period in which royalties for such Digital Discs are to be paid.

5.5 No royalties shall be paid by LICENSEE for:

5.5.1 Licensed Products manufactured for LICENSEE by any other DVA licensee, so long as the other DVA licensee has fully paid and reported royalties to DVA on such Licensed Products.

5.5.2 Licensed Products manufactured by LICENSEE for any other DVA licensee, so long as the other DVA licensee has fully paid and reported royalties to DVA on such Licensed Products.

5.6 LICENSEE agrees to pay DVA, within sixty (60) days of the execution of this Agreement, the sum of Forty-Five Thousand United States Dollars (U.S. \$45,000) as

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FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

additional consideration for ~~the~~ release granted LICENSEE in Section 4.0. This sum is not refundable and is not creditable toward royalties set forth in this Section 5.0.

- 5.7 If at any time legal restrictions in the country of LICENSEE's place of business set forth in this Agreement prevent the prompt remittance of part or all of the royalties or other payments to DVA set forth in this Section 5.0, LICENSEE shall upon DVA's written request perform the following:

- 5.7.1 LICENSEE shall make such payments by depositing the amount thereof in local currency to DVA's account in a bank or other depository in such country; and
- 5.7.2 LICENSEE shall assist DVA to obtain authorization to remit such payments outside such country in equivalent U.S. currency.

Section 6.0 Accruals, Records and Reports

- 6.1 Royalties shall accrue when any Licensed Product with respect to which royalty payments are required by Section 5.0 of this Agreement is sold (as evidenced by bill or invoice), first leased, first put into use or Transferred, whether or not payment is received by LICENSEE. On sales or Transfers between LICENSEE and its Affiliate for resale or for further Transfer, the royalty shall accrue at the time of sale or Transfer to the Affiliate.
- 6.2 LICENSEE shall pay royalties and other sums of money due hereunder in United States dollars. All royalties for an accounting period computed on invoiced amounts in currencies other than United States dollars shall be converted directly into United States dollars without intermediate conversions to another currency at the Telegraphic Transfer Selling (TTS) rate quoted by either the Asian edition of the Wall Street Journal or the Sumitomo Bank of Tokyo, Japan at the close of banking on the last day of such accounting period (or the first business day thereafter if such last day shall be a Sunday or other non-business day). LICENSEE shall provide written confirmation of the quoted TTS rate directly to DVA with the royalty report.
- 6.3 LICENSEE's royalty reports shall include the following information:
- 6.3.1 identification by Type Number, brand name and/or label name, product type (for example, video, digital, M-O, etc.), product diameter, Net Selling Price and quantity of each Licensed Product upon which royalty has accrued pursuant to Section 6.1;

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FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

- 6.3.2 identification by city and country of the locations at which the **Licensed Products** identified pursuant to Section 6.3.1 were manufactured and, for **Discs**, identification of the countries of sale;
- 6.3.3 identification of the royalty basis elected by LICENSEE pursuant to the provisions of Section 5.0, the amount of royalties due for each **Licensed Product**, all information required to show how such amount has been calculated and the aggregate amount of all royalties due; and
- 6.3.4 identification by **Type Number**, brand name and/or label name, product type, product diameter and quantity of each **Licensed Product** manufactured by or for LICENSEE during the applicable accounting period which is exempt from royalty in accordance with Section 5.5, including the name and address of the other DVA licensee who manufactured or received the **Licensed Product**.

In the event that any of Sections 6.3.1 and 6.3.4 do not apply, LICENSEE shall so state as to each such section. In the event no royalties are due, LICENSEE's report shall so state.

- 6.4 LICENSEE's royalty report shall be certified by an officer of LICENSEE or by a designee of such officer to be correct to the best of LICENSEE's knowledge and information.
- 6.5 An accounting period shall end on the last day of each March, June, September and December during the term of this Agreement. The first accounting period under this Agreement shall be for a period commencing as of the effective date of this Agreement. Within sixty (60) days after the end of each such period, LICENSEE shall furnish to DVA a written royalty report containing the information specified in Section 6.3 hereof and shall pay to DVA all unpaid royalties accrued hereunder in favor of DVA to the end of each such period. LICENSEE shall bear and pay all taxes which are required by its national government, including any political subdivision thereof, as the result of the existence or operation of this Agreement, except any necessary, appropriate and required national income tax imposed upon royalties or other payments by the national government of LICENSEE. LICENSEE may deduct or withhold such national income tax from said royalties or other payments, provided LICENSEE furnishes DVA with a tax certificate or other document evidencing payment of such income tax.

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- 6.6 LICENSEE shall keep separate records in sufficient detail to permit the determination of royalties payable hereunder. At the request of DVA, LICENSEE will permit an independent auditor and/or technical consultant selected by DVA, or any other person or persons acceptable to both DVA and LICENSEE, to examine during ordinary business hours once in each calendar year such records and other documents as may be necessary to verify or determine royalties paid or payable under this Agreement. Such auditor, technical consultant or other person(s) shall be instructed to report to DVA only the amount of royalties due and payable. If no request for examination of such records for any particular accounting period has been made by DVA within five (5) years after the end of said period, the right to examine such records for said period, and the obligation to keep such records for said period, shall terminate.
- 6.7 The fees and expenses of DVA's representatives performing any examination of records under Section 6.6 above shall be borne by DVA. However, if an error in royalties of more than three percent (3%) of the total royalties due is discovered for any year examined, then the total fees and expenses of these representatives shall be borne by LICENSEE.

Section 7.0 Interest on Overdue Royalties and Other Payments

- 7.1 LICENSEE shall be liable for interest at a rate of one and one-half percent (1.5%) per month compounded monthly on any overdue royalty or other payment set forth in Section 5.0 herein, commencing on the date such royalty or other payment becomes due. If such interest rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the interest rate shall be reduced to such maximum legal rate.

Section 8.0 Most Favored LICENSEE

- 8.1 If DVA shall hereafter grant a license which grants the same rights concerning a **Licensed Product** as granted hereunder to LICENSEE for a particular country at a more favorable royalty rate than that set forth herein, then DVA shall notify LICENSEE thereof and LICENSEE shall be entitled to receive the same more favorable royalty rate for such **Licensed Product** for such particular country, subject to the same terms and conditions under which the more favorable royalty rate has been granted, provided that this Agreement shall be modified accordingly by written amendment, which amendment shall be effective only for the period the more favorable royalty rate is in effect under such license. The foregoing provisions of this Section 8.1 shall not apply if:

- 8.1.1 DVA receives a grant of patent rights, a license, or immunity or other than only a monetary consideration for such license;

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- 8.1.2 the more favorable royalty rate applies only to products for which there is a claim of past infringement and is given in consideration of settlement of such claim;
- 8.1.3 the more favorable royalty rate forms part of a settlement of an outstanding controversy other than past infringement; or
- 8.1.4 LICENSEE elects to continue paying royalties on the basis set forth in this Agreement.

Section 9.0 License to DVA

- 9.1 LICENSEE grants to DVA and its Affiliates an irrevocable, worldwide, non-exclusive, royalty-free license under LICENSEE's patents and patent applications to make, have made, use, lease, sell or otherwise **Transfer** products corresponding to the **Licensed Products** defined herein, and to make, have made, use or have used **Manufacturing Apparatus** in the manufacture of such products and to practice or have practiced **Manufacturing Processes** in the manufacture of such products. Said license to DVA and its Affiliates shall be effective as of the date LICENSEE first pays royalties in accordance with Section 5.0 hereof. Said license shall be with respect to all of LICENSEE's patents and patent applications, including utility models, design patents, divisionals, reissues, extensions, continuations, and reexaminations, under which patents and patent applications LICENSEE now has or hereafter, during the term of this Agreement, obtains the right to grant licenses to DVA of the scope granted herein.
- 9.2 The license as set forth in Section 9.1 shall not apply with respect to any patent of LICENSEE, if such grant would result in the payment of royalties by LICENSEE to third parties, except for payments to Affiliates of LICENSEE and payments to third parties for inventions made by said third parties while employed by LICENSEE or any of its Affiliates.

Section 10.0 Assignments

- 10.1 LICENSEE shall not assign any of its rights or privileges hereunder without the prior written consent of DVA, except to a successor in ownership of all or substantially all the assets of LICENSEE, which successor expressly assumes in writing the performance of all the terms and conditions of this Agreement to be performed by LICENSEE as if it were named herein in the place of LICENSEE. After any such assignment, LICENSEE shall no longer be licensed hereunder.

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Section 11.0 Term of Agreement; Termination

- 11.1 Subject to Section 11.5 below, the term of this Agreement shall be from the effective date hereof until the expiration of the last to expire of the **Licensed Patents**, unless previously terminated as hereinafter provided.
- 11.2 LICENSEE may terminate the license granted herein, but only in its entirety, at any time by giving notice in writing to DVA. Such termination shall be effective on the date such notice is received by DVA.
- 11.3 DVA shall have the right to terminate this Agreement in the event:
- 11.3.1 LICENSEE fails to make any payment when due under this Agreement and such payment is not made within sixty (60) days of written notice from DVA; or
 - 11.3.2 LICENSEE defaults under any term of this Agreement, other than a default involving the payment of money, which default is not cured within thirty (30) days of written notice from DVA; or
 - 11.3.3 LICENSEE becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or
 - 11.3.4 LICENSEE files a petition under any foreign or U.S. bankruptcy law.

The rights and remedies set forth in this section are not exclusive and are in addition to any other rights and remedies available to DVA under this Agreement or at law or equity.

- 11.4 In the event this Agreement or the license granted hereunder shall be terminated pursuant to this Section 11.0 or assigned pursuant to Section 10.0, the corresponding sublicenses granted to **Affiliates** of LICENSEE pursuant to Section 3.3 shall likewise terminate, but no notices need be given by DVA to such **Affiliates**.
- 11.5 Any expiration or termination of this Agreement pursuant to this Section 11.0, or any termination of a sublicense pursuant to Section 3.3, shall not relieve LICENSEE of any obligation or liability accrued hereunder prior to such termination (including, without limitation, the obligations set forth in Sections 5.0, 6.0 and 7.0), or rescind or give rise to any right to rescind anything done by LICENSEE or any payments

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made or other consideration given to DVA hereunder prior to the time such termination becomes effective, and such termination shall not affect in any manner any rights of DVA arising under this Agreement prior to such termination.

Section 12.0 Payments, Notices and Other Communications

12.1 Any notice or other communication pursuant to this Agreement shall be made by registered airmail (except that registered or certified mail may be used where delivery is in the same country as mailing) and shall be effective upon receipt by the addressee. Such notice or communication shall be mailed to:

12.1.1 In the case of DVA:

Dennis Fischel
President
DISCOVISION ASSOCIATES
Post Office Box 19616
Irvine, California 92713
United States of America

12.1.2 In the case of LICENSEE:

Mr. Kumo Kikuchi
Manager, Patent Department
FUJI PHOTO FILM CO., LTD
26-30 Nishiazabu 2-chome
Minato-ku
Tokyo 106
Japan

12.2 LICENSEE's royalty reports, as described in Section 6.0 of this Agreement, shall be mailed via air mail to:

DISCOVISION ASSOCIATES
ATTN: Controller
Post Office Box 19616
Irvine, California 92713
United States of America

Fax No.: (714) 660-1801

A summary of the report, which states the total royalty to be paid, shall be sent by facsimile to DVA on, or before, the mailing of the complete report.

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- 12.3 All payments set forth in Section 5.0 of this Agreement shall be paid via bank wire transfer to:

Federal Reserve Bank of San Francisco
For Credit to Sumitomo Bank of California
San Francisco - Head Office
ABA: 121002042

For Further Credit to:

The Sumitomo Bank, Ltd., Los Angeles Branch
for Account of Discovision Associates
ABA: 122003396
Account Number: 046-133013-70

or by check payable to DVA and mailed via air mail directly to:

DISCOVISION ASSOCIATES
ATTN: Controller
Post Office Box 19616
Irvine, California 92713
United States of America

Section 13.0 Applicable Law

- 13.1 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of New York and, as applicable, the laws of the United States of America.

Section 14.0 Miscellaneous

- 14.1 Nothing contained in this Agreement shall be construed as:

- 14.1.1 requiring the filing of any patent application, the securing of any patents or the maintenance of any patents; or
- 14.1.2 a warranty or representation by DVA as to the validity or scope of any Licensed Patent; or
- 14.1.3 a warranty or representation that the manufacture, use, lease, sale, or other Transfer of any Licensed Product is free from infringement of any patents or other rights of third parties; or

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- 14.1.4 an obligation on the part of DVA to furnish any manufacturing or technical information, or any information concerning other licensees; or
- 14.1.5 an obligation upon DVA to make any determination as to the applicability of its patents to any of LICENSEE's products; or
- 14.1.6 a license with respect to any act which would otherwise constitute inducement of infringement or contributory infringement under United States patent law or its equivalent under any law foreign to the United States; or
- 14.1.7 conferring any right to use, in advertising, publicity, or otherwise, any name, trade name, trademark, service mark, symbol or any other identification or any contraction, abbreviation or simulation thereof; or
- 14.1.8 conferring any rights by implication, estoppel or otherwise, to or under copyrights with respect to any computer software under any present system of statutory protection or one hereinafter enacted in any country or countries, wherein the copying of such computer software is a requisite of infringement under such system; or
- 14.1.9 an obligation to bring or prosecute actions or suits against third parties for infringement of any patent.
- 14.2 LICENSEE shall have the complete responsibility and shall use its best efforts to obtain all necessary approvals and validations of this Agreement, including all necessary approvals and validations for any products made, used or sold hereunder.
- 14.3 LICENSEE will sell and deliver to DVA, F.O.B. LICENSEE's shipping point, any **Licensed Product** ordered from LICENSEE by DVA and which is available for sale by LICENSEE. LICENSEE will also sell and deliver to DVA a copy of each manual (including, but not limited to, service, use and other technical manuals) relevant to a **Licensed Product** manufactured by or for LICENSEE, provided that, upon request by LICENSEE, DVA first delivers to LICENSEE a letter agreeing to hold such manual in confidence and to use it only for reverse engineering purposes. Any such sales will be at the same prices charged to LICENSEE's most favored customer.
- 14.4 The waiver by either party of a breach or default of any provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the

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same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege of such party.

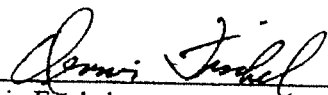
- 14.5 It is the intention of both parties to make this Agreement binding only to the extent that it may be lawfully done under existing applicable law as identified in Section 13.0. If any sentence, paragraph, clause or combination of the same is in violation of any applicable law, that portion which is in violation shall be severed from this Agreement and the remainder of this Agreement shall remain binding upon the parties hereto, except that no license is granted, expressly or by implication, unless royalties are paid pursuant to Section 5.0.
- 14.6 Each party represents and warrants that it has the full right and power to enter into this Agreement and that there are no outstanding agreements, assignments, or encumbrances to which the representing party is bound which may restrict, or prohibit entry into, or performance under, this Agreement. DVA further represents and warrants that it has the full power to grant the license and release set forth in Sections 3.0 and 4.0. Neither party makes any other representations or warranties, express or implied, other than the representations set forth in Sections 3.3 and 4.2 regarding Affiliates.
- 14.7 The headings of the several sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.
- 14.8 This Agreement may be executed in any number of copies, but all of such counterparts together shall constitute one and the same Agreement.
- 14.9 The parties hereto acknowledge that this instrument sets forth the entire agreement and understanding of the parties hereto and shall supersede all previous communications, representations and understandings, either oral or written, between the parties relating to the subject matter hereof, except prior written agreements signed by both parties, and shall not be subject to any change or modification except by the signing of a written instrument by or on behalf of both parties hereto.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the dates written below, to be effective as of the date first above written.

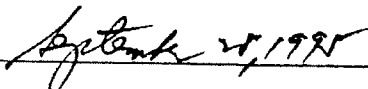
DISCOVISION ASSOCIATES

Witness:

By: 
Title: President

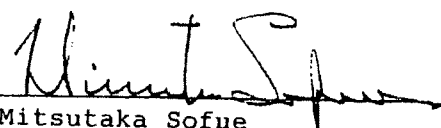


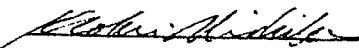
Date:

 25, 1995

FUJI PHOTO FILM CO., LTD.

Witness:

By: 
Title: Director



Date: September 1, 1995

RTB:dh:BAS

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
AUSTRALIA	480,148E
	482,377E
	505,168E
	507,023E
	512,873
	521,389
	521,410
	529,953
	530,499
	530,869
	531,127
	532,212
	532,366
	532,548
	532,569
	532,591
	532,903
	533,278
	533,280
	535,597
	536,076
	536,638
	536,882
	537,421
	538,745
	538,975
	539,526
	540,178
	540,861
	541,045
	541,212
	541,340
	543,367
	543,886
	544,892
	544,950

Note: Patent Numbers followed by an 'E' in this
Appendix A represent patents which have expired.

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
AUSTRALIA	544,958
	544,959
	545,091
	545,092
	545,167
	545,332
	545,401
	545,472
	545,510
	545,917
	546,765
	546,766
	549,334
	555,000
	562,709
	562,979
	564,445
	573,127
	573,128
	575,453
<hr/>	
AUSTRIA	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,019,924
	0,022,313
	0,025,277
	0,044,073
	0,044,074
	0,046,000
	0,050,365
	0,050,366
	0,050,368
	0,050,369
	0,051,252
	0,051,253
	0,051,283

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
AUSTRIA	0,051,285
	0,051,286
	0,054,771
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,085,297
	0,087,795
	0,092,166
	0,103,892
	0,105,130
	0,108,960
	0,109,547
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,181,648
	0,182,021
	0,213,603
	0,240,678
	0,347,710
	E 048,335
	E 049,076
	E 049,674

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
BELGIUM	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,103,892
	0,105,130
	0,113,425
	0,113,426
	0,116,135

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
BELGIUM	0,117,908
	0,117,910
	0,181,436
	0,182,021
	0,213,603
	0,240,678
	0,824,078
	0,833,744
	0,871,710
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BRAZIL	7,500,847E
	7,506,287E
	7,807,088E
	7,807,136E
	7,900,180E
	7,900,181E
	7,907,411
	7,907,412
	7,907,413
	7,908,588
	7,908,589
	7,908,590
	7,908,591
	8,000,903
	8,001,979
	8,002,296
	8,003,593
	8,005,202
	8,005,255
	8,103,377
	8,104,816
	8,104,924
	8,104,925
	8,104,926
	8,104,927
	8,104,928
	8,106,957
	8,106,959
	8,106,960
	8,106,961
	8,106,962
	8,106,963
	8,106,964

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
BRUNEI	71/93
	72/93
	73/93
	74/93
	75/93
	76/93
	77/93
CANADA	0,818,664E
	0,833,100E
	0,855,301E
	0,855,302E
	0,881,043E
	0,918,292E
	0,984,191E
	1,004,355E
	1,012,643E
	1,013,854E
	1,022,677
	1,029,546
	1,031,271
	1,031,458
	1,032,806
	1,033,060
	1,033,206
	1,038,960
	1,038,961
	1,039,999
	1,050,163
	1,054,704
	1,055,157
	1,055,605
	1,057,397
	1,057,398
	1,057,399
	1,066,411
	1,066,412
	1,066,413
	1,066,414
	1,067,206
	1,069,213
	1,069,214
	1,069,215

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
CANADA	1,070,261
	1,070,834
	1,071,768
	1,073,100
	1,102,973
	1,116,748
	1,119,032
	1,120,152
	1,120,298
	1,124,387
	1,124,394
	1,124,395
	1,124,468
	1,125,434
	1,127,758
	1,132,255
	1,132,256
	1,132,257
	1,133,129
	1,133,130
	1,136,270
	1,136,279
	1,140,675
	1,142,005
	1,142,644
	1,142,645
	1,143,061
	1,143,062
	1,143,517
	1,143,834
	1,145,463
	1,145,464
	1,145,844
	1,147,057
	1,147,463
	1,147,858
	1,147,860
	1,149,062
	1,150,833
	1,150,834
	1,150,835
	1,150,836

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
CANADA	1,151,769
	1,153,468
	1,155,219
	1,155,546
	1,155,548
	1,158,815
	1,159,150
	1,160,009
	1,163,408
	1,163,489
	1,163,490
	1,165,613
	1,168,008
	1,168,408
	1,169,611
	1,172,749
	1,173,304
	1,179,052
	1,186,570
	1,189,964
	1,191,597
	1,194,595
	1,200,596
	1,207,438
	1,220,271
DENMARK	146,669
	153,609
	153,610
	158,288
FRANCE	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,012,603
	0,015,141
	0,017,433
	0,018,210
	0,019,924
	0,021,783

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
FRANCE	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,050,368
	0,050,369
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,051,286
	0,054,771
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,081,786
	0,083,686
	0,084,777
	0,084,778
	0,085,297
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,095,715
	0,103,892
	0,105,130
	0,108,960
	0,109,547
	0,113,425

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
FRANCE	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,181,648
	0,182,021
	0,213,603
	0,240,678
	1,541,577E
	1,550,598E
	1,601,186E
	7,337,794E
	7,337,795E
	7,337,796E
	7,401,660E
	7,433,062
	7,434,629
	7,509,070
	7,529,270
	7,604,926
	7,824,956E
	7,824,957E
	7,824,958E
	7,824,959E
	7,824,960E
	7,828,020
	7,828,021
	7,828,022
	7,830,375
	7,836,730E
	7,836,731E
	7,836,732E
	7,836,733E
	7,836,734E
	7,836,735E
GERMANY	1,524,850E
	1,537,141E
	1,904,920E
	2,353,073E
	2,353,109E
	2,353,127E

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
GERMANY	2,366,083E
	2,403,408E
	2,443,020E
	2,443,077E
	2,443,108E
	2,462,056E
	2,462,514E
	2,462,831E
	2,462,834E
	2,463,376E
	2,512,321E
	2,541,520E
	2,603,888E
	2,838,634
	2,911,740
	2,911,859
	2,954,510
	2,963,401
	2,966,730
	2,966,878
	2,967,217
	2,967,478
	2,967,500
	2,967,511
	2,967,537
	2,967,646
	2,967,691
	2,967,703
	3,062,855
	3,067,923
	3,068,948
	3,069,962
	3,070,196
	3,071,241
	3,071,926
	3,166,473
	3,167,749
	3,167,931
	3,168,072

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
GERMANY	3,171,253
	3,172,162
	3,173,659
	3,173,665
	3,174,257
	3,174,258
	3,174,521
	3,175,746
	3,175,933
	3,175,941
	3,176,346
	3,176,773
	3,177,126
	3,177,182
	3,177,187
	3,177,188
	3,265,008
	3,270,640
	3,272,153
	3,275,135
	3,276,896
	3,276,995
	3,277,281
	3,277,997
	3,279,010
	3,279,157
	3,279,315
	3,362,825
	3,370,534
	3,373,347
	3,380,466
	3,380,473
	3,380,914
	3,381,030
	3,381,125
	3,381,694
	3,381,721
	3,382,082
	3,382,129
	3,382,402
	3,382,416

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
GREAT BRITAIN	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,012,603
	0,015,141
	0,017,433
	0,018,210
	0,019,924
	0,021,783
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,050,368
	0,050,369
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,051,286
	0,054,771
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,081,786
	0,083,686
	0,084,777

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
GREAT BRITAIN	0,084,778
	0,085,297
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,095,715
	0,103,892
	0,105,130
	0,108,960
	0,109,547
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,181,648
	0,182,021
	0,213,603
	0,240,678
	1,153,810E
	1,214,340E
	1,251,851E
	1,448,239E
	1,453,444E
	1,456,995E
	1,456,996E
	1,462,791E
	1,462,792E
	1,483,161
	1,489,774
	1,489,775
	1,489,776
	1,489,777
	1,493,113
	1,493,114
	1,493,115
	1,502,292
	1,532,545
	2,006,666
	2,060,471

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
HONG KONG	1991/183
	1991/207
	1991/208
	1991/209
	1991/210
	1991/211
	1991/269
	1991/270
	1991/272
	1991/273
	1991/298
	1991/299
	1991/300
	1991/463
	1991/500
	1991/583
	1991/798
	1991/799
	1992/344
	1992/345
	1992/346
	1993/388
	1993/389
ITALY	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,021,783
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
HONG KONG	1986/422
	1986/423
	1986/491
	1986/493
	1986/495
	1986/499
	1986/500
	1986/501
	1986/503
	1986/509
	1986/510
	1986/511
	1986/513
	1986/514
	1986/515
	1986/516
	1986/517
	1986/716
	1989/025
	1989/180
	1989/181
	1989/350
	1989/465
	1989/484
	1989/485
	1989/486
	1989/725
	1989/726
	1991/145
	1991/154
	1991/155
	1991/156
	1991/157
	1991/158
	1991/159
	1991/160
	1991/178
	1991/179
	1991/180
	1991/181
	1991/182

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
ITALY	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,085,297
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,095,715
	0,103,892
	0,105,130
	0,108,960
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,181,648
	0,182,021
	0,213,603
	0,240,678
	0,814,624E
	0,817,825E
	0,994,433E
	0,994,434E
	0,994,435E
	1,008,245E

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
ITALY	1,019,433
	1,023,134
	1,029,616
	1,032,093
	1,047,587
	1,106,388
	1,117,449
	1,120,250
	1,157,388
JAPAN	0,633,288E
	0,884,879E
	0,990,535E
	1,012,938E
	1,031,552E
	1,142,345E
	1,174,051E
	1,184,359
	1,220,456E
	1,263,138E
	1,263,139E
	1,298,066
	1,345,983
	1,345,984
	1,345,985
	1,353,272
	1,385,860
	1,390,025E
	1,406,250
	1,406,278
	1,409,151E
	1,416,569
	1,421,160
	1,423,622E
	1,425,749
	1,448,887
	1,448,903
	1,448,953
	1,452,772
	1,453,990
	1,455,017
	1,458,252E
	1,464,141

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
JAPAN	1,464,142
	1,465,755E
	1,487,793E
	1,487,824
	1,494,432
	1,496,251
	1,503,163
	1,504,906
	1,518,494
	1,521,588
	1,552,159
	1,554,621
	1,584,585
	1,596,022
	1,602,321
	1,610,084
	1,610,085
	1,610,797
	1,614,769
	1,624,759
	1,628,236
	1,647,144
	1,656,635
	1,663,625
	1,668,814
	1,670,392
	1,676,598
	1,685,537
	1,686,471
	1,687,656
	1,698,404
	1,705,120
	1,712,454
	1,721,944
	1,727,052
	1,748,648
	1,749,945
	1,756,638
	1,756,809
	1,762,188
	1,772,800
	1,782,778
	1,791,670

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
JAPAN	1,800,648
	1,808,914
	1,831,696E
	1,844,130
	1,844,141E
	1,846,906
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KOREA	16,365
	16,591
	16,592
	16,781
	17,707
	18,553E
	18,554E
	18,643E
	18,981
	18,982
	18,992
	19,045
	20,199
	20,200
	20,262
	20,263
	20,264
	20,265
	20,266
	20,267
	20,407
	20,409
	20,411
	20,414
	20,418
	20,709
	20,710
	20,711
	21,393
	21,394
	21,516
	21,656
	21,916
	21,917
	21,918

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
KOREA	21,982
	22,386
	22,387
	22,437
	24,237
	24,358
	24,816
	24,817
	24,827
	24,828
	24,829
	24,830
	25,172
	25,184
	25,185
	25,186
	25,187
	25,263E
	26,215
	26,591
	27,028
	27,039
	27,045
	27,068
	27,077
	27,501
	27,712
	27,715
	27,721
	27,722
	28,417
	28,936
	29,167
	29,172
	29,359E
	29,360E
	29,413
	29,994
	30,162
	31,592E
	31,661
	37,062

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
LUXEMBOURG	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,022,313
	0,025,277
	0,044,073
	0,044,074
	0,046,000
	0,050,365
	0,050,366
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,103,892
	0,105,130
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
LUXEMBOURG	0,181,436 0,182,021 0,213,603 0,240,678
MALAYSIA	100178-A 100333-A 102178-A 102384-A 102489-A 102490-A 102491-A 102492-A 102771-A 102772-A 102939-A
MALAYA **	1986/741 1987/024 1987/036 1987/037 1987/038 1987/039 1987/041 1987/042 1987/044 1987/049 1987/051 1987/073 1987/147 1987/152 1989/060 1989/061 1989/062 1990/008 1990/009 1990/010 1990/011 1990/012

** Independent state(s) of Malaysia (selected Malaysian patents are issued independently in all three states)

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
MALAYA **	1990/013
	1990/014
	1990/015
	1990/016
	1990/017
	1990/018
	1990/019
SABAH **	1990/008
	1990/009
	1990/010
	1990/011
	1990/012
	1990/013
	1990/014
	1990/015
	1990/016
	1990/017
	1990/018
	1990/019
	1990/020
SARAWAK **	3380
	3381
	3382
	3383
	3384
	3385
	3386
	3387
	3390
	3392
	3393
	3394
	3395

** Independent state(s) of Malaysia (selected Malaysian patents are issued independently in all three states)

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
MEXICO	140,229E
	141,316E
	147,565E
	149,614E
	149,707E
	149,708E
	149,812E
	149,813E
	150,294E
	151,350
	151,549
	151,800
	155,195
	156,307
	157,310
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NETHERLANDS	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,062,465
	0,066,649
	0,066,650
	0,072,378

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
NETHERLANDS	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,103,892
	0,105,130
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,153,751E
	0,161,956E
	0,164,688E
	0,165,316E
	0,181,436
	0,182,021
	0,184,933
	0,187,734
	0,213,603
	0,240,678
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NORWAY	148,729
	151,517
	151,872
	152,150
	155,028
	157,519
	157,556
	158,519
	158,700
	158,702
	158,724

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
NORWAY	163,718
	163,757
	163,758
	165,978
	169,878
<hr/>	
SINGAPORE	1986/120
	1986/121
	1986/124
	1986/127
	1986/130
	1986/131
	1986/135
	1986/136
	1986/137
	1986/139
	1986/140
	1986/141
	1986/143
	1986/144
	1986/145
	1988/538
	1988/639
	1988/640
	1989/026
	1989/190
	1989/191
	1989/192
	1989/193
	1989/194
	1991/014
	1991/112
	1991/113
	1991/114
	1991/129
	1991/135
	1991/136
	1991/137
	1991/178
	1991/179
	1991/180

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DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
SINGAPORE	1991/181
	1991/182
	1991/183
	1991/184
	1991/185
	1991/190
	1991/223
	1991/224
	1991/231
	1991/232
	1991/233
	1991/234
	1991/260
	1991/760
	1991/782
	1992/133
	1992/134
	1992/135
	1992/1073
	1992/1074
SPAIN	487,494
	488,767
	490,225
	490,646
	492,382
	495,232
	495,599
	495,600
	504,179
	504,182
	504,532
	504,533
	504,534
	504,535
	504,536
SWEDEN	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495

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**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
SWEDEN	0,017,433
	0,018,210
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,050,369
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,051,286
	0,054,771
	0,062,465
	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,103,892
	0,105,130
	0,109,547
	0,113,425
	0,113,426

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
SWEDEN	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,181,648
	0,182,021
	0,213,603
	0,240,678
	7,500,849
	7,510,783
	7,808,930
	7,810,130
	8,200,349
SWITZERLAND	0,004,476
	0,007,199
	0,007,200
	0,011,493
	0,011,495
	0,015,141
	0,017,433
	0,018,210
	0,022,313
	0,025,277
	0,035,288
	0,044,073
	0,044,074
	0,044,121
	0,045,117
	0,046,000
	0,050,365
	0,050,366
	0,050,369
	0,051,252
	0,051,253
	0,051,283
	0,051,285
	0,051,286
	0,054,771
	0,062,465

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
SWITZERLAND	0,066,649
	0,066,650
	0,072,378
	0,074,115
	0,075,042
	0,075,043
	0,078,060
	0,081,649
	0,083,686
	0,084,777
	0,084,778
	0,085,297
	0,087,795
	0,092,166
	0,092,167
	0,092,168
	0,092,169
	0,103,892
	0,105,130
	0,108,960
	0,109,547
	0,113,425
	0,113,426
	0,116,135
	0,117,908
	0,117,910
	0,181,436
	0,182,021
	0,213,603
	0,240,678
	0,587,533
	0,597,735
	0,635,027
	0,636,467
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TAIWAN	12,062
	13,198E
	13,956
	14,476
	14,997
	15,029

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
TAIWAN	15,209
	16,263E
	16,855
	16,857
	17,954
	20,103
	20,332
	23,424
UNITED STATES	3,349,273E
	3,430,966E
	3,518,442E
	3,530,258E
	3,658,954E
	3,687,664E
	3,794,410E
	3,829,622E
	3,894,180E
	3,908,076E
	3,908,080E
	3,914,541E
	3,915,576E
	3,924,062E
	3,944,727E
	3,947,888E
	3,954,469E
	3,997,715E
	4,006,294E
	4,091,425
	4,118,735
	4,124,672
	4,130,620
	4,141,731
	4,152,586
	4,161,752
	4,161,753
	4,185,955
	4,190,860
	4,204,199
	4,210,931

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<u>COUNTRY</u>	<u>PATENT NUMBER</u>
UNITED STATES	4,211,617
	4,222,072
	4,225,873
	4,228,326
	4,232,201
	4,232,337
	4,232,388
	4,234,837
	4,236,050
	4,236,105
	4,241,698
	4,252,327
	4,256,374
	4,260,360
	4,264,911
	4,271,334
	4,274,119
	4,282,598E
	4,286,848
	4,307,381
	4,310,919
	4,313,190
	4,313,191
	4,322,837
	4,337,534
	4,337,538
	4,339,814
	4,340,353
	4,340,955
	4,341,469
	4,342,935
	4,345,261
	4,347,599
	4,347,619
	4,353,089
	4,353,090
	4,353,767
	4,357,533
	4,358,774
	4,358,796
	4,358,802

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
UNITED STATES	4,367,545
	4,368,957
	4,370,679
	4,371,899
	4,372,741
	4,374,323
	4,374,636
	4,375,091
	4,391,579
	4,394,117
	4,397,805
	4,405,540
	4,406,000
	4,412,743
	4,412,805
	4,414,655
	4,415,138
	4,422,169
	4,422,904
	4,430,401
	4,433,423
	4,439,132
	4,439,848
	4,441,179
	4,445,144
	4,445,209
	4,450,488
	4,451,913
	4,455,634
	4,456,375
	4,456,914
	4,463,389
	4,465,977
	4,466,934
	4,467,467
	4,477,890
	4,479,146
	4,488,279
	4,499,502
	4,499,569
	4,500,484

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS**

<u>COUNTRY</u>	<u>PATENT NUMBER</u>
UNITED STATES	4,504,939
	4,510,536
	4,519,004
	4,524,444
	4,535,366
	4,535,548
	4,536,863
	4,566,090
	4,571,716
	4,583,131
	4,583,210
	4,594,702
	4,598,324
	4,611,318
	4,615,753
	4,623,837
	4,638,377
	4,648,084
	4,682,246
	4,701,898
	4,703,368
	4,703,467
	4,706,133
	4,727,433
	4,727,532
	4,746,991
	4,751,692
	4,755,884
	4,757,393
	4,759,007
	4,764,915
	4,774,699
	4,796,098
	4,797,752
	4,809,247
	4,819,223
	4,845,697
	4,893,297
	4,980,878
	5,001,568
	5,003,526

FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

**APPENDIX A
DVA PATENTS****COUNTRY** **PATENT NUMBER**

UNITED STATES	5,018,020
	5,084,852
	5,126,990
	5,220,434
	5,253,244
	5,321,680
	D 257,533
	D 258,957
	RE 32,051
	RE 32,431
	RE 32,574
	RE 32,709

VENEZUELA	43,451
	44,085
	44,909
	48,140

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FUJIFILM - DISCS & RECORDABLE MEDIA-WW-073195

APPENDIX B

LICENSEE'S Affiliates as of the effective date of this Agreement are:

Company: FUJI MAGNE-DISK CO., LTD.
Address: 1-67-1 Shibasaki,
Chofu, Tokyo 182, JAPAN

Company: N/A 7
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

APPENDIX B

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

Company: N/A
Address: _____

APPENDIX B

46-3004R-100M92

COUNTY CLERK, NEW YORK COUNTYApplication for INDEX NUMBER pursuant to Section 8018,
C.P.L.R.**FEE \$210.00**

Space below to be TYPED or PRINTED by applicant

INDEX NUMBER

Do not write in this space

TITLE OF ACTION OR PROCEEDING**CHECK ONE**

DISCOVISION ASSOCIATES,

Plaintiff,

v.

FUJI PHOTO FILM CO., LTD., a
Japanese corporation; FUJIFILM
U.S.A., INC., a New York corporation; FUJIFILM RECORDING MEDIA
MANUFACTURING U.S.A., INC., a
Delaware corporation; and FUJI
MAGNETICS GMBH, a German
corporation,

Defendants.

☒COMMERCIAL
ACTION☐NOT
COMMERCIAL
ACTION☐CONSUMER
CREDIT
TRANSACTION☐NOT
CONSUMER
CREDIT
TRANSACTION☐THIRD
PARTY
ACTION☐NOT
THIRD
PARTY
ACTION**IF THIRD PARTY ACTION****MAIN INDEX NO.:**

67601859

Name and address of Attorney for Plaintiff or Petitioner. James B. Kobak
Hughes Hubbard & Reed LLP
One Battery Park Plaza, New York, NY 10004
Telephone No. (212) 837-6000

Name and address of Attorney for Defendant or Respondent.
Telephone No.

A. Nature and object of action or breach of license agreement and
Nature of special proceeding nonpayment of royalties

B. Application for Index Number filed by: Plaintiff ☒ Defendant ☐

C. Was a previous Third Party Action filed Yes ☐ No ☒
Date filed